

**AMENDMENT NO. 2 TO
AGREEMENT NO. C-0-2067**

**AMENDMENT NO. 2 TO
SOFTWARE LICENSE AGREEMENT NO. C-0-2067
BETWEEN
ORANGE COUNTY TRANSPORTATION AUTHORITY
AND
BYTEMARK, INC.**

THIS AMENDMENT NO. 2 is effective this 30th day of June, 2023 (“Effective Date”), by and between the Orange County Transportation Authority (hereinafter referred to as "Authority" or “Customer”) and Bytemark, Inc. (hereinafter referred to as “Licensor”), each individually known as “Party” and collectively known as the “Parties.”

WITNESSETH:

WHEREAS, by Agreement No. C-0-2067 dated June 30, 2020, as changed by Amendment No. 1 dated July 6, 2022 Customer entered into a contract for Licensor to develop and implement a new mobile ticketing application; and

WHEREAS, Customer requests and Licensor agrees to amend the Scope of Work, under Task 11 to provide Application Programming Interfaces (APIs) to Brandmovers to generate and distribute tickets and passes into rider accounts within the OCBus platform provided by Licensor at an increase of Seventeen Thousand Three Hundred Seventy Dollars (\$17,230.00) to the maximum cumulative payment obligation.

NOW, THEREFORE, it is mutually understood and agreed by Customer and Licensor as follows:

1. Amend **Article 5.0 Compensation**, as changed by Amendment No. 1, Page 4 of 15, Section 5.1.b, to delete and replace only the following:

DELETE:

“INITIAL TERM: Effective through May 31, 2025

Tasks	Description	Firm-Fixed Price
1	Project Management	\$ 49,392.00
2	Implementation/Deployment	\$218,245.00
3	Post Go-Live Warranty and Support	\$0.00
4	Next Fare Collection System Integration/Transition	\$11,000.00
5	Design Reviews	\$8,047.00
6	Testing	\$19,047.00
7	Pilot	\$28,337.00
8	Installation	\$0.00
9	Training and Documentation	\$0.00
10	Documentation and Manuals	\$0.00
Total Firm-Fixed PRICE Payment		\$334,068.00

License and Maintenance	Annual Fee	
Year One	\$32,600.00	
Year Two	\$34,928.00	
Year Three	\$82,326.00	
Year Four	\$84,796.00	
Year Five	\$87,340.00	
TOTAL LICENSE AND MAINTENANCE FEES		\$321,990.00

Commission Fees 1.5% with a not-to-exceed amount of \$360,000	\$360,000.00
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GRAND TOTAL	\$1,016,058.00”
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REPLACE WITH:

“INITIAL TERM: Effective through May 31, 2025

Tasks	Description	Firm-Fixed Price
1	Project Management	\$ 49,392.00
2	Implementation/Deployment	\$218,245.00
3	Post Go-Live Warranty and Support	\$0.00
"	Next Fare Collection System Integration/Transition	\$11,000.00
5	Design Reviews	\$8,047.00
6	Testing	\$19,047.00
7	Pilot	\$28,337.00
8	Installation	\$0.00
9	Training and Documentation	\$0.00
10	Documentation and Manuals	\$0.00
11	API Functionality to Brandmovers	\$17,370.00
TOTAL FIRM-FIXED PRICE PAYMENT		\$351,438.00

License and Maintenance	Annual Fee
Year One	\$32,600.00
Year Two	\$34,928.00
Year Three	\$82,326.00
Year Four	\$84,796.00
Year Five	\$87,340.00
TOTAL LICENSE AND MAINTENANCE FEES	\$321,990.00

Commission Fees 1.5% with a not-to-exceed amount of \$360,000	\$360,000.00
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GRAND TOTAL	\$1,033,428.00”
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2. Add **Article 30.0 Maximum Obligation**, Page 14 of 15, to insert the following:

“30.0 Maximum Obligation

Notwithstanding any provisions of this Agreement to the contrary, Customer and Licensor mutually agree that Customer's maximum cumulative payment obligation (including the obligation for Licensor's profit) shall be One Million, Thirty-Three Thousand, Four Hundred Twenty-Eight Dollars (\$1,033,428.00), which shall include all amounts payable to Licensor for its subcontracts, leases, materials, and costs arising from, or due to termination of, this Agreement.”


3. Amend **Exhibit A, Scope of Work**, to add Attachment A entitled “Scope of Work, Revision No. 1” to this Amendment No. 2, attached to and, by this reference, incorporated in and made a part of this Agreement.

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The balance of said Agreement remains unchanged.


IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Agreement No. C-0-2067 to be executed as of the date of the last signature below.

BYTEMARK, INC.

By: 

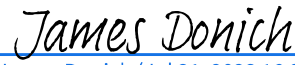
Emile Wiersma
CEO Bytemark Inc. (interim)
CFO Bytemark Inc

**ORANGE COUNTY TRANSPORTATION
AUTHORITY**

By: 

[Georgia Martinez \(Aug 1, 2023 10:38 PDT\)](#)
Georgia Martinez, Department Manager
Contracts and Procurement

APPROVED AS TO FORM:



By: [James Donich \(Jul 31, 2023 16:21 PDT\)](#)
James M. Donich
General Counsel

SCOPE OF WORK, REVISION NO. 1
LOYALTY PROGRAM

Revise the Scope of Work to add the API functionality.

Introduction:

Bytemark shall provide API functionality to Brandmovers to enable fulfillment/distribution of free passes earned and redeemed from the loyalty platform into specific customer accounts in the mobile app for customer use. Distribution of the media shall be immediate upon API call for customer use.

Under Section 11. Task 11: Additional Services – These services are additional functionalities that align to OCTA’s project goals and objectives, see Section 1 – Functionality, Subsection K. and Section 6 – Mobile Ticketing Integration, Subsection G.

Background:

OCTA has contracted with Brandmovers, a rewards and loyalty platform, to allow riders to redeem points for OCTA transit tickets and passes. OCTA has requested Bytemark to provide API’s to Brandmovers to generate and distribute OCTA tickets and passes into rider accounts within the OCBus platform provided by Bytemark.

Details of Scope:

- Bytemark shall provide technical support pertaining to the integration of APIs into the Brandmovers platform.
- Bytemark shall provide the Brandmovers team with production and sandbox environment access key to Bytemark’s APIs.
- Bytemark shall provide technical support to Brandmovers and OCTA’s team until production and ensure desired functionality. Technical support to Brandmovers and OCTA on behalf of Brandmovers in production shall be available at contracted OCTA hourly rates.
- Brandmovers shall provide a monthly report of redemptions for tickets and passes to OCTA that can be reconciled against Bytemark’s reporting for the calculation of ticket commission. Bytemark shall provide a report that contains credited passes to OCTA.